

RFP Title: Confidential Document Destruction and Shredding Services

RFP Number: RFP SC 1806.2021.1

# REQUEST FOR PROPOSALS

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***SUPERIOR COURT OF CALIFORNIA, COUNTY OF  
ALAMEDA***

**REGARDING:**

Confidential Document Destruction and Document  
Shredding Services  
RFP SC 1806.2021.1

**PROPOSALS DUE:**

*December 6, 2021* NO LATER THAN *3:00* P.M. PACIFIC TIME

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## **1.0 BACKGROUND INFORMATION**

The Court is in need of confidential document destruction/shredding to be performed at all of its locations within Alameda County, which at this time amounts to nine (9) Court facilities.

## **2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

The Court seeks the services of a person or entity with expertise in confidential document destruction/shredding services to contract with for an initial term of one (1) year, with a possible four (4) one (1) year options to extend. The selected vendor must be able to work with the Court's schedule and security requirements for regular pickup and shredding services.

- A. Vendor shall provide locking containers to customer at specified locations to be used for deposit of confidential documents. Number of service locations is subject to change at any time during the Contract period.
- B. If more shredding containers are required during the course of the contract, vendor will supply these additional containers at no extra cost to the Court and only charge the quoted rate per container for shredding as they are added into service.
- C. Number of containers per location is subject to change based on the Court's operational needs.
- D. Vendor must provide a certificate of destruction for each shredding job performed. An invoice indicating the shredded amount may be acceptable.
- E. Vendor will collect customer materials and destroy by shredding equipment so as to render the contents unreadable.
- F. Service will be provided upon a mutually agreed upon schedule; most locations require bi-weekly service with others on an on-call basis, between the hours of 8:00 a.m. and 4:00 p.m. Service periods for each site are noted below.
- G. Vendor must be able to provide on-call shredding services as needed.
- H. All employees of the vendor must be bonded.
- I. If requested by the Court, vendor will provide proof of fingerprint record checks of all employees who will come into contact with Court property for clearance purposes prior to any work commencing.

- J. The Court will request for the vendor to pick up bankers boxes to be shredded off site from time to time on an as needed basis for a fixed destruction fee per box or pick up.
- K. Vendor to provide shredding services for microfilm, diskettes, and computer hard drives on request at a fixed cost for the life of the contract.
- L. Current bin sizes are based on current vendor's inventory. Alternate bin sizes are acceptable providing the overall volume of the container is equivalent at each location on the breakdown below. Example: 64 Gallon bin x 2 equals total volume of 128 gallons.
- M. Proposed bin size not to exceed 100 gallons due to space constraints.
- N. Authority to add or subtract bins shall fall under the Facilities Unit, and therefore any request from non-facilities personnel to add or subtract bins must first be approved by Facilities first before the selected Contractor can proceed with processing the order.
- O. All orders for extra shred bins to accommodate Court projects will be subject to the same prices as the rest of the Contract.
- P. Services required will be performed at the 9 Court locations per the schedule below:

Building	Address	Service Schedule (65 Gal/167 Gal)	Number of Receptacles (65 Gal/167 Gal)
Rene C. Davidson Courthouse	1225 Fallon Street, Oakland, CA 94612	Bi-Weekly	15
Wiley W. Manuel Courthouse	661 Washington Street, Oakland, CA 94607	Bi-Weekly/Weekly as Needed	9/2
County Administration Building	1221 Oak Street, Oakland, CA 94612	Bi-Weekly	10
Berkeley Courthouse	2120 Martin Luther King Jr. Way, Berkeley, CA 94704	On Call	4
George E. McDonald Hall of Justice	2233 Shoreline Drive, Alameda, CA 94501	Bi-Weekly	3
Juvenile Justice Center	2500 Fairmont Drive, Suite 3013, San Leandro, CA 94578	Bi-Weekly	6

Hayward Hall of Justice	24405 Amador Street, Hayward, CA 94544	Bi-Weekly	7
Fremont Hall of Justice	39439 Paseo Padre Parkway, Fremont, CA 94538	Bi-Weekly	1
East County Hall of Justice	5151 Gleason Drive, Dublin, CA 94568	Monthly	4

### 3.0 TIMELINE FOR THIS RFP

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court.

EVENT	DATE
RFP issued	November 2, 2021
Pre-Proposal Site Visit (estimate only)	November 15, 2021 – Day 1 Site Visits November 16 – Day 2 Site Visits
Deadline for questions	November 19, 2021
Questions and answers posted	December 2, 2021
Latest date and time proposal may be submitted	December 6, 2021 no later than 3:00 P.M.
Anticipated interview dates ( <i>estimate only</i> )	December 13, 2021 to December 17, 2021
Evaluation of proposals ( <i>estimate only</i> )	January 3, 2022 to January 13, 2022
Notice of Intent to Award ( <i>estimate only</i> )	January 14, 2022
Negotiations and execution of contract ( <i>estimate only</i> )	January 17, 2022 to January 24, 2022
Contract start date ( <i>estimate only</i> )	February 1, 2022
Contract end date ( <i>estimate only</i> )	January 31, 2023 With options to extend to January 31, 2027

**4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
<b>Attachment 1:</b> Administrative Rules Governing RFPs	<b>Separate Attachment.</b> These rules govern this solicitation.
<b>Attachment 2:</b> Court Standard Terms and Conditions	<b>Separate Attachment.</b> If selected, the person or entity submitting a proposal (the “Prospective Bidder”) must sign a Court Standard Form agreement containing these terms and conditions.
<b>Attachment 3:</b> Prospective Bidder’s Acceptance of Terms and Conditions	<b>Separate Attachment.</b> On this form, the Prospective Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. Note: A material exception to a Minimum Term will render a proposal non-responsive.
<b>Attachment 4:</b> General Certifications Form	<b>Separate Attachment.</b> The Prospective Bidder must complete the General Certifications Form and submit the completed form with its proposal.
<b>Attachment 5:</b> Darfur Contracting Act Certification	<b>Separate Attachment.</b> The Prospective Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
<b>Attachment 6:</b> Payee Data Record Form	<b>Separate Attachment.</b> This form contains information the Court requires in order to process payments and must be submitted with the proposal.
<b>Attachment 7:</b> Unruh and FEHA Certification	<b>Separate Attachment.</b> The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification only for bids over \$100,000.00
<b>Attachment 8:</b> Bidder Declaration Form	<b>Separate Attachment.</b> This form is required and should be submitted if vendor is claiming DVBE incentive.
<b>Attachment 9:</b> DVBE Declaration Form	<b>Separate Attachment.</b> If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered.
<b>Attachment 10:</b> Question and Answer Form	<b>Separate Attachment.</b> Form must be submitted when Prospective Bidder has a question regarding this RFP. Answers will be posted on the Court’s website.
<b>Attachment 11:</b> Contact Sheet	<b>Separate Attachment.</b> Prospective Bidder’s contact information.
<b>Attachment 12:</b> Reference List	<b>Separate Attachment.</b> Prospective Bidder’s references.
<b>Attachment 13:</b> Checklist	<b>Separate Attachment.</b> RFP checklist.

## 5.0 PAYMENT INFORMATION

- 5.1 An invoice for the Court shall be generated at the beginning of each month for services performed during the previous month. The Contractor shall submit one original invoice for payment for services rendered under this Agreement for approval by the Court.
- 5.2 Court will not pay or reimburse the Contractor, or their employees for travel, or any other related expenses that are required as part of the Scope of Work.
- 5.3 Contractor must provide written notice to Court of the specific excess charge and obtain Court's consent prior to performing any additional service that would incur an excess charge.
- 5.4 Each monthly billing statement will reference the Contract Purchase Order and should contain the latest contact phone number to correct or update billing information.
- 5.5 Payment terms will be specified in the Contract document that will be executed as a result of an award made under this RFP, however, Prospective Bidders are hereby advised that the Court payments are made by the State of California, and the State does not make any advance payment for services. Payment will be made based upon completion of Work as provided for in the Agreement between the Court and the selected Contractor.

## 6.0 PRE-PROPOSAL SITE VISIT

### 6.1 Send Email of Intent to Attend the Pre-Proposal Site Visit:

- a. Contractors that intend to attend the pre-proposal site visit must notify the Court by sending an email to [btalmadge@alameda.courts.ca.gov](mailto:btalmadge@alameda.courts.ca.gov) with the RFP number and Contractor name in the subject line. Contractor's Intent to Attend the pre-proposal site visit should include the name, address, telephone, fax number, and email address and contact person for the Contractor.
- b. **Pre-Proposal Site Visit: Attendance of the Pre-Proposal Site Visit is MANDATORY. The Court will reject a proposal from any Contractor who did not attend the Pre-Proposal Site Visit. Each Contractor must be certain to check in at the Pre-Proposal Site Visit, as the attendance list will be used to ascertain compliance with this requirement.**

## 7.0 SUBMISSIONS OF PROPOSALS

- 7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive

bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

- 7.2 The Prospective Bidder must submit its proposal in two parts, the technical proposal and the cost proposal.
- 7.3 Proposals must be emailed to [bidquestions@alameda.courts.ca.gov](mailto:bidquestions@alameda.courts.ca.gov)
- 7.4 Late proposals will not be accepted.

**The Court will not accept proposals that are hand delivered or delivered by a carrier or mail service provider at this time.**

## **8.0 PROPOSAL CONTENTS**

8.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

- a. The Prospective Bidder's name, address, telephone and fax numbers, and federal tax identification number. Note that if the Prospective Bidder is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Name, title, address, telephone number, and email address of the individual who will act as the Prospective Bidder's designated representative for purposes of this RFP (Attachment 11).
- c. Names, addresses, and telephone numbers of a minimum of **three (3)** clients for whom the Prospective Bidder has conducted similar services. The Court may check references listed by the Prospective Bidder (Attachment 12).
- d. Proposed method to complete the work.
  - i. The evaluation team will be evaluating all proposals submitted based on their ability to provide all the products and services requested by the Court in this RFP. The Contractor's ability to meet the requirements provided in Section 2.0.
  - ii. The Contractor shall describe the level of customer service that will be provided, including procedures that will ensure consistence and problem escalation and resolution. The description should include, but is not limited to:



- Customer service organizational structure
  - Contract process (phone, email, fax, etc.)
  - Follow up process
  - Process to handle missed pick-ups/destruction and extra pick-ups outside of the scheduled dates
  - Internal procedures to track customer service contact and resolution
  - Escalation process to resolve outstanding customer service issues
- e. Acceptance of the Terms and Conditions.
- i. On Attachment 3, the Prospective Bidder must check the appropriate box and sign the form. If the Prospective Bidder marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
  - ii. If exceptions are identified, the Prospective Bidder must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
- f. Certifications, Attachments, and other requirements.
- i. The Prospective Bidder must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
  - ii. The Prospective Bidder must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
  - iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.

- iv. Copies of the Prospective Bidder's (and any subcontractors') current business licenses, professional certifications, or other credentials.
- v. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- vii. The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 7) and submit the completed certification with its bid.

8.2 Cost Proposal. The following information must be included in the cost proposal.

- a. A detailed line item budget showing total cost of the proposed services.
- b. A full explanation of all budget line items in a narrative entitled "Budget Justification."
- c. A "not to exceed" total for all work and expenses payable under the contract, if awarded.

**NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

## **9.0 OFFER PERIOD**

A Prospective Bidder's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

## **10.0 EVALUATION OF PROPOSALS**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

The Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post an intent to award notice at <http://alameda.courts.ca.gov/Pages.aspx/Contract-Opportunities>.

<b>CRITERION</b>	<b>MAXIMUM NUMBER OF POINTS</b>
<i><b>NOTE: THESE ARE SAMPLE CRITERIA. THE ACTUAL CRITERIA USED SHOULD BE TAILORED TO THE SPECIFIC PROCUREMENT.</b></i>	
<i>Quality of work plan submitted</i>	25
<i>Experience on similar assignments</i>	10
<i>Cost</i>	30
<i>Credentials of staff to be assigned to the project</i>	10
<i>Acceptance of the Terms and Conditions</i>	10
<i>Ability to meet timing requirements to complete the project</i>	15
<i>DVBE Preference</i>	3

## 11.0 INTERVIEWS

The Court may conduct interviews with Prospective Bidders to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person, by phone, or virtually via video conference. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Prospective Bidders for any costs incurred in traveling to or from the interview location. The Court will notify eligible Prospective Bidders regarding interview arrangements.

## 12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

**PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT.** The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Prospective Bidder that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court's right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Prospective Bidder prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Prospective Bidders are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

### **13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

- 13.1 Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- 13.2 Eligibility for and application of the DVBE incentive is governed by the Court's DVBE Rules and Procedures. Prospective Bidder will receive a DVBE incentive if, in the Court's sole determination, Prospective Bidder has met all applicable requirements. If Prospective Bidder receives the DVBE incentive, a number of points will be added to the score assigned to Prospective Bidder's proposal. The number of points that will be added is specified in section 10.0 above.
- 13.3 To receive the DVBE incentive, at least 5% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Prospective Bidder may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").
- 13.4 If Prospective Bidder wishes to seek the DVBE incentive:
- Prospective Bidder must submit with its proposal a DVBE Declaration (Attachment 9) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Prospective Bidder is itself a DVBE, it must also complete and sign the DVBE Declaration (Attachment 9). If Prospective Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Prospective Bidder will qualify for the DVBE incentive using a BUP on file with DGS.
  - Prospective Bidder must complete and submit with its proposal the Prospective Bidder Declaration (Attachment 8). Prospective Bidder must submit with the Prospective Bidder Declaration all materials required in the Prospective Bidder Declaration.
- 13.5 Failure to complete and submit these forms as required will result in Prospective Bidder not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Prospective Bidder not receiving the DVBE incentive.
- 13.6 If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information see the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.
- 13.7 If Prospective Bidder receives the DVBE incentive: (i) Prospective Bidder will be required to complete a post-contract DVBE certification if DVBE subcontractors

are used; (ii) Prospective Bidder must use any DVBE subcontractor(s) identified in its proposal unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

**FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES, SEE MVC 999.9.**

#### **14.0 PROTESTS**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Prospective Bidder to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. Protests must be sent to:

Superior Court of California, County of Alameda  
Finance and Facilities Division  
Attention: Melanie Lewis  
RFP SC 1806.2021.1  
1225 Fallon Street, Room 210  
Oakland, CA 94612